

AMENDMENTS TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
BROOK POINT VILLAGE II CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR BROOK POINT VILLAGE II CONDOMINIUM RECORDED AT INSTRUMENT NO. 56632075 OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR BROOK POINT VILLAGE II CONDOMINIUM WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 8/5/2024

KRISTEN M. SCALISE CPA, CFE
BY: _____
FISCAL OFFICER

8/5/2024 SLD

DOC # 56894332

**AMENDMENTS TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
BROOK POINT VILLAGE II CONDOMINIUM**

RECITALS

- A.** The Amended and Restated Declaration of Condominium Ownership for Brook Point Village II Condominium (the "Declaration") and the Bylaws of Brook Point Village II Condominium Association, Exhibit A of the Declaration (the "Bylaws"), were recorded at Summit County Records Instrument No. 56632075.
- B.** Ohio Revised Code Section 5311.05(E)(1)(c) authorizes the Board of Directors (the "Board"), without a vote of the Unit owners, to amend the Declaration "to bring the Declaration into compliance with this Chapter."
- C.** The Board approved the following matters to be modified (the "Amendments") to bring the Declaration into compliance with Ohio Revised Code Chapter 5311 ("Chapter 5311").
- D.** Each of the changes set forth in these Amendments are based on or in accordance with Chapter 5311.
- E.** The proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 and the Declaration have in all respects been complied with.

AMENDMENTS

The Amended and Restated Declaration of Condominium Ownership for Brook Point Village II Condominium is amended by the Board of Directors as follows:

- (1) MODIFY the LAST PARAGRAPH of DECLARATION ITEM 13(v).** Said modification to the Declaration is: (new language is underlined)

Any written notice that division (C) of Ohio Revised Code Section 5311.081 requires shall be delivered to the Unit owner or any occupant of the Unit by personal delivery, by certified mail, return receipt requested, by electronic mail to an electronic mail address previously provided by the Unit owner in writing, or by regular mail.

- (2) MODIFY the 1st SENTENCE of DECLARATION ITEM 13.** Said modification to the Declaration is: (new language is underlined)

All sums assessed by the Association for common charges applicable to any condominium Unit remaining unpaid for more than ten (10) days after same have become due and payable shall constitute a continuing lien on such condominium Unit prior to all other liens subsequently arising or created, except: ...

- (3) **INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE VIII, SECTION 6.** Said new addition to the Bylaws is:

The Association, as determined by the Board, is not required to permit the examination and copying of any of the following from books, records, or minutes that contain any of the following:

- (a) Information that pertains to Condominium Property-related personnel matters;
- (b) Communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;
- (c) Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
- (d) Information that relates to the enforcement of the Declaration, Bylaws, or Association rules against a Unit owner;
- (e) Information the disclosure of which is prohibited by state or federal law; or
- (f) Records that date back more than five years prior to the date of the request.

- (4) **INSERT 2 NEW SENTENCES to the end of BYLAWS ARTICLE II, SECTION 1.** Said new additions to the Bylaws are:

If a Unit owner is not an individual, that Unit owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit owner. The majority of the Board will not consist of Unit owners or representatives from the same Unit unless authorized by a resolution adopted by the Board of Directors prior to the Board majority being comprised of Unit owners or representatives from the same Unit.



(5) **INSERT a NEW PARAGRAPH to the end of DECLARATION ITEM 21. Said new addition to the Declaration is:**

Without a Unit owner vote, the Board may amend the Declaration in any manner necessary for any of the following purposes:

- (a) **To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions;**
- (b) **To meet the requirements of insurance underwriters;**
- (c) **To bring the Declaration into compliance with the Ohio Condominium Act (Revised Code Chapter 5311);**
- (d) **To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration;**
- (e) **To designate a successor to the person named to receive service of process for the Association. If the Association is incorporated in Ohio, this may be accomplished by filing with the Secretary of State an appropriate change of statutory agent designation;**
- (f) **To delete as void, any provision within the Declaration or Bylaws, or in any applicable restriction or covenant, that prohibits, limits the conveyance, encumbrance, rental, occupancy, or use of property subject to Revised Code Chapter 5311 on the basis of race, color, national origin, sex, religion, or familial status; or**
- (g) **To permit notices to Unit owners, as required by the Declaration or Bylaws, to be sent by electronic mail and, if returned undeliverable, by regular mail, provided the Association has received the prior, written authorization from the Unit owner.**

Any Unit owner who is aggrieved by an amendment to the Declaration that the Board of Directors makes in accordance with the above may commence a declaratory judgment action to have the amendment declared invalid as violative of the above. Any action filed to contest the validity of the amendment must be filed in the appropriate court of common pleas within one year from the date of the recordation of the amendment.



(6) **MODIFY BYLAWS ARTICLE IX, SECTION 3(b).** Said modification to the Bylaws is: (deleted language is crossed out; new language is underlined)

(b) **Commence, defend, intervene in, settle, or compromise any civil, criminal, land use planning or administrative action or proceeding that is in the name of, or threatened against, the Unit Owners' Association, the Board of Directors, or the condominium property, or that involves two or more Unit owners, impacts zoning, or otherwise ~~and~~ relates to matters affecting the condominium property;**

(7) **INSERT a NEW PARAGRAPH** to the end of BYLAWS ARTICLE X. Said new addition to the Bylaws is:

In addition, notices may be delivered using electronic mail subject to the following:

(a) **The Association may use electronic mail or other transmission technology to send any required notice only to Unit owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Unit owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices by either regular mail or hand delivered.**

(b) **An electronic mail or transmission technology to a Unit owner is not considered delivered and effective if the Association's transmission to the Unit owner fails, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Unit owner becomes known to the person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Unit owner by either regular mail or hand delivered.**

(8) **MODIFY the 1st SENTENCE of BYLAWS ARTICLE VIII, SECTION 3.** Said modification to the Bylaws is: (new language is underlined)

The Association shall build up and maintain a reasonable reserve for contingencies and replacements in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless the Unit Owners, exercising not less than a majority of the voting power of the Association, waive the reserve requirement in writing annually.



(9) DELETE BYLAWS ARTICLE II, SECTION 12, entitled "Bond Required" in its entirety.

INSERT A NEW BYLAWS ARTICLE II, SECTION 12 entitled "Fidelity Coverage." Said new addition to the Bylaws is:

Section 12. Fidelity Coverage.

The Board must maintain blanket fidelity, crime, or dishonesty insurance coverage for any person who controls or disburses Association funds. As used in this section, "person who controls or disburses Association funds" means any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any Association account or deposit, including the following:

- (a) A management company's principals and employees;**
- (b) A bookkeeper;**
- (c) The president, secretary, treasurer, any other board member, or employee of the Association.**

All of the following apply to the insurance coverage required under this section:

(1) Coverage shall be for the maximum amount of funds that will be in the custody of the Association or its designated agent at any one time plus three months of operating expenses.

(2) The insurance shall be the property of and for the sole benefit of the Association and shall protect against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of Association funds.

(3) The policy shall include in its definition of "employee" the manager and the managing agent of the Association's funds or provide for this inclusion by an endorsement to the policy.

(4) The policy shall name the Association as the insured party and shall include a provision requiring the issuer of the policy to provide a ten-day written notice to the Association's president or manager in the event of cancellation or substantial modification of the policy. The manager or managing agent, if any, of the Association shall be the designated agent on the policy.



(5) If there is a change in the manager or the managing agent of the Association, then within ten days of the effective start date, the new manager or managing agent shall notify the insurer of such change.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendments. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of these amendments, only Unit owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.



The Brook Point Village II Condominium Association has caused the execution of this instrument this 23rd day of July, 2024.

BROOK POINT VILLAGE II CONDOMINIUM ASSOCIATION

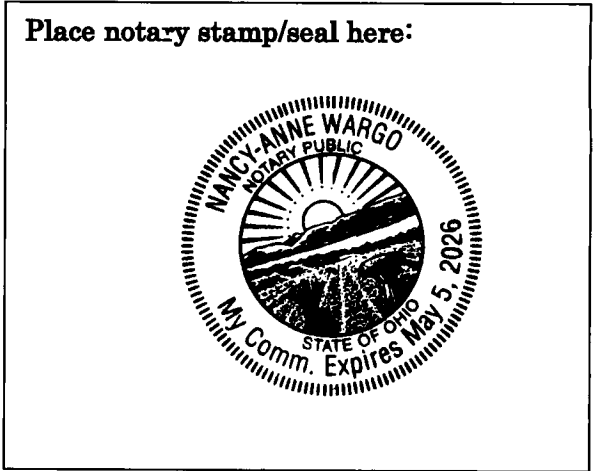
By: Peter P. Seabase
PETER P. SEABASE, President

STATE OF OHIO)
)
COUNTY OF SUMMIT) **SS**

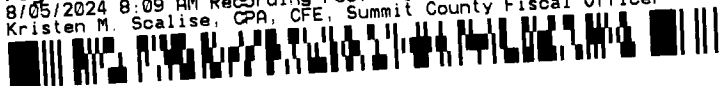
BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Brook Point Village II Condominium Association, by its President, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of the corporation and the free act and deed of them personally and as such officers.

I have set my hand and official seal this 23rd day of July, 2024.

Nancy Anne Wargo
NOTARY PUBLIC



This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com



The Brook Point Village II Condominium Association has caused the execution of this instrument this 24th day of June, 2024.

BROOK POINT VILLAGE II CONDOMINIUM ASSOCIATION

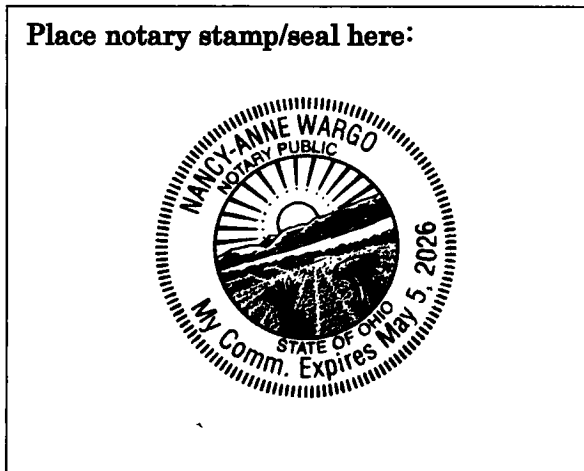
By: *Diane K. Evans*
DIANE K. EVANS, Secretary

STATE OF OHIO)
)
COUNTY OF SUMMIT) **SS**

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Brook Point Village II Condominium Association, by its Secretary, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of the corporation and the free act and deed of them personally and as such officers.

I have set my hand and official seal this 24th day of June, 2024.

Nancy Anne Wargo
NOTARY PUBLIC



**This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com**

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Page 1 of 13

Summit Fiscal Officer KRISTEN M. SCALISE, CPA, CFE

Recording Fee: \$126.00 Recorded 04/23/2026 08:06:55 AM

CORRECTION AMENDMENT TO THE
AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
BROOK POINT VILLAGE II CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR BROOK POINT VILLAGE II CONDOMINIUM RECORDED AT INSTRUMENT NO. 56632075 AND THE AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR BROOK POINT VILLAGE II CONDOMINIUM RECORDED AT INSTRUMENT NO. 56989714 OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS CORRECTION AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR BROOK POINT VILLAGE II CONDOMINIUM WAS FILED FIELD IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 4/23/26

BY: Kristin M Scalise CFE, CPA
FISCAL OFFICER

CORRECTION AMENDMENT TO THE
AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BROOK POINT VILLAGE II CONDOMINIUM

RECITALS

A. The Amended and Restated Declaration of Condominium Ownership for Brook Point Village II Condominium (the "Declaration") and the Bylaws of Brook Point Village II Condominium Association, Exhibit A of the Declaration, were recorded at Summit County Records Instrument No. 56632075.

B. An amendment to the Declaration (the "Prior Amendment") was approved by the requisite percentage of Unit Owners and was recorded on December 1, 2025, as Summit County Records Instrument No. 56989714.

C. The amendment language on the final page of the Prior Amendment as approved was inadvertently omitted from the document as recorded, resulting in the Prior Amendment being incomplete as recorded.

D. The Prior Amendment, including the omitted language, was properly approved by the Unit Owners in its entirety, and the omission was clerical in nature and unintentional.

E. Scrivener now desires to record this Correction (Scrivener's) Amendment to supply the omitted language, correct the recording defect, and reflect the Prior Amendment as originally approved, without making any substantive change to its content or effect.

F. This Correction Amendment is intended to memorialize the Prior Amendment as approved and to correct the recording error described herein, and Scrivener executes this instrument solely in Scrivener's capacity to correct the recording omission

CORRECTION AMENDMENT

The Amended and Restated Declaration of Condominium Ownership for Brook Point Village II Condominium is amended by Scrivener as follows:

THE COMPLETE AMENDMENT LANGUAGE INTENDED TO BE RECORDED BY THE PRIOR AMENDMENT RECORDED ON DECEMBER 1, 2025, AT INSTRUMENT NO. 56989714, FOLLOWS (language omitted from the Prior Amendment is in *italics*):

DELETE DECLARATION ARTICLE 18 entitled, "Insurance," in its entirety.

INSERT a new DECLARATION ARTICLE 18 entitled, "Insurance and Reconstruction." Said new addition to the Declaration is:

18. Insurance and Reconstruction.

(A) Property Insurance

(1) Association Insurance. The Association will carry Property Insurance (also sometimes known as "casualty insurance" or "fire and extended insurance"), subject to a deductible as provided for in Section (A)(5) below, on: (i) the insurable improvements installed by the Declarant or the Association comprising the Common Elements, including the Limited Common Elements located outside the bounds of the Unit, (ii) structural components of the building located within the Unit, and (iii) all personal property owned by the Association and for which the Association is responsible. In general terms, the Association is responsible for having Property Insurance from the backside of the Unit's perimeter drywall out, which excludes the drywall itself (the drywall is a component of the individual Unit). This is commonly known as a "bare walls" property insurance policy.

(2) Risks to be Insured and Availability of Insurance. The Association's Property Insurance will protect against loss or damage by fire and hazards now or in the future embraced by a special form policy, and all other perils that are customarily

covered by similarly constructed and situated condominium associations in Summit County, Ohio. The amount of insurance purchased must be sufficient to cover 100 percent of the then replacement value, less deductible, without deduction for depreciation, excluding excavation and foundation costs and other items normally excluded from the coverage. If the cost of 100 percent full replacement coverage, less the deductible, for Property Insurance is unreasonably expensive, as the Board determines, then in no event will the coverage be in an amount less than 90 percent of the then current replacement value, less the deductible and with exclusions as provided for in this Section.

(3) Beneficiary Interests. Subject to the provisions of Section (A)(4) below, all Association insurance is for the benefit of the Association, each of the Unit Owners, and the holders of mortgages on the Units, as their interest may appear, and will provide for the issuance of certificates of insurance with mortgagees' endorsements to the holders of mortgages on the Units, if any.

(4) Claim Filing. The Board has the sole right and authority to file, or authorize the filing of, and adjust any and all claims for damage or destruction that are or may be covered by the Association's Property Insurance policy regardless of the person(s), including mortgagees, who may be named as an additional insured or beneficiary of the policy, as the Board determines is consistent with the intent of the Declaration and in the Association's best interests. A first mortgagee having an interest in a Unit that sustains insurable damage or destruction may, though, participate in the settlement negotiations, if any, related to the loss. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the Condominium Property under the Association's Property Insurance will not give rise to any claim against the Association or the Board. However, if no claim is filed, the Association will then self-insure the claim to the extent coverage would have been available under the Association's Property Insurance policy.

(5) Deductible. The Association's Property Insurance will include a reasonable deductible as determined by the Board. Except as provided in Section (A)(6) below, the Unit Owner is responsible for any repairs or expenses up to the amount of any applicable deductible for loss or damage to their Unit and Limited Common Elements, and the Association is responsible for all costs and other expenses pertaining to the Common Elements. If a single loss affects multiple portions of the Condominium Property, for example, one or more Units and the Common Elements, the repair costs and expenses not paid for by the Association's insurance proceeds are to be proportionately allocated in relation to the amount each party's claim bears to the total amount of the claim, with the party incurring the larger share of the loss responsible for the larger share of the deductible. The Association may assess the amount of any deductible expense attributable to any Unit(s) in accordance with this Article 18.

(6) Responsibility for Damage.

(a) Association. The Association's liability is limited to losses or damages resulting from its negligence or intentional act. If any loss or repair is due to the Association's negligence or intentional act, then, in that case, the Association is responsible for the cost of the loss or repairs, including any costs not paid due to any insurance deductible amount, to the extent not covered by any Association or Unit Owner insurance policy.

(b) Unit Owner. If any loss or repair is due to the negligence or intentional act of a Unit Owner, or anyone the Unit Owner is responsible for, such as a family member, Occupant, tenant, guest, or contractor, or originates from the Unit Owner's Unit, then, in that case, the Unit Owner is responsible for the depreciated value of the loss or repairs, including costs not paid for due to any insurance deductible amount, to the extent not paid for

by (or should have been covered and paid for by) any Association or Unit Owner insurance policy.

(7) Insurance Company Rating. All policies will be written with a company licensed to do business in the State of Ohio and, unless not reasonably available to the Association, holding a rating of "A" or better by Standard & Poor's Insurance Ratings, or its present day equivalent.

(8) Mortgagee and Other Additional Insurance Requirements. Notwithstanding anything to the contrary anywhere in this Article 18, the Board has the full right and authority, but not the obligation, to purchase Property Insurance, or any other insurance policy or endorsement, that includes any and all terms, conditions, or requirements, as the Board determines is in the Association's best interest and is necessary to comply with any requirements of the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the designees, successors, or assigns, or any other financial institution or government agency. If the Association provides, as the Board decides, any additional insurance coverage beyond the minimum requirements contained in Section (A)(1) above, for less than all the Unit Owners, the Association may levy a special assessment against only those Unit Owners requiring additional insurance in an amount to be determined by the Board.

(9) Additional Endorsements. The Association's Property Insurance policy is to include, as the Board determines is reasonable from time to time, a "Building Ordinance" or "Law Coverage" Endorsement or their present day equivalent, a "Demolition Cost Endorsement" or its present day equivalent, an "Increased Cost of Construction Endorsement" or its present day equivalent, and other endorsements as the Board decides.

(B) Unit Owner Insurance. Except as is insured by the Association in accordance with Section (A)(1) above, each Unit Owner will insure all portions and components of the Unit, from and including

the Unit's drywall (attached to the perimeter or interior walls and ceilings of the Unit) in, including:

(i) any wall coverings, paneling, or other finishing material applied to any wall or ceiling;

(ii) any finishing materials applied to the floors;

(iii) all interior Unit doors, including the frames;

(iv) all windows, screens and doors including the frames, sashes and jambs,

(v) all appliances, including built-in appliances, located within and serving only the Unit;

(vi) all utility lines and components located within the Unit and serving only the Unit;

(vii) all sinks, faucets, toilets, tubs, showers, and other fixtures located within the Unit and serving only the Unit;

(viii) all kitchen and bathroom cabinets;

(ix) all heating, air-conditioning, and ventilating fixtures and components, including the furnace and air-conditioner compressor or unit, serving only the Unit wherever located;

(x) and, in addition, all betterments or improvements made by the Unit Owner (or a prior owner of the Owner's Unit) wherever located on the Condominium Property.

Each Unit Owner will also carry insurance on their Unit and the Unit's Limited Common Elements up to the amount of the Association's Property Insurance deductible for any components of the Unit or Unit's Limited Common Elements (or both) that the Association insures, including the perimeter doors and windows. The property insurance carried by each Unit Owner will insure against loss

by fire and other hazards and perils now or hereafter embraced by a special form policy with a maximum deductible of \$1,000.00 or other higher amount as the Board may from time to time determine and provide notice of to the Unit Owners. Each Unit Owner will file a copy of the policy(ies), or other evidence of insurance as the Board may require, with the Association within 30 days of receipt of a request from the Association. Each Unit Owner may further insure the personal contents of their Unit, as well as any other personal property, which they store elsewhere on the Condominium Property. Each Unit Owner will also obtain insurance against liability for events arising or related to the Unit Owner's Unit and Limited Common Elements.

(C) Damage and Destruction.

(1) Immediately after the damage or destruction by fire or other casualty to all or any part of the Condominium Property covered by the Association's Property Insurance, as determined by the Board, the Board or its duly authorized agent may proceed with the filing and adjustment of all claims arising under the insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. The costs may include professional fees and premiums for the bonds as the Board deems necessary. Each Unit Owner is deemed to have delegated, and does delegate on acquisition of any title interest in a Unit, to the Board or its agent, their right to file for and adjust with insurance companies all losses under the Property Insurance policies referred to in Section (A) above. In furtherance of this delegation, the Board, and its authorized agents, is and are appointed the attorney-in-fact for all Unit Owners to make proof of loss, to negotiate loss adjustment, and to acknowledge receipt for any sums received on or under any and all policies.

(2) In the event any damage to or destruction of the Common Elements renders 50 percent or more of the Units then comprised within the Condominium Property untenable, the Unit Owners may, by the vote of those entitled to exercise not less than 75 percent of the voting power, elect not to repair or restore the damaged part at a meeting that will be called within

90 days after the occurrence of the casualty. Upon the election, all of the Condominium Property will be subject to an action for sale as on partition at the suit of any Unit Owners. In the event of any sale or a sale of the Condominium Property after the election, by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of the damage or destruction, will be considered as one fund and will be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Elements. No Unit Owner, however, will receive any portion of their share of the proceeds until all liens and encumbrances on their Unit have been paid, released or discharged.

(D) Restoration of Buildings.

(1) Unless Unit Owners elect not to restore the damaged property as provided for in Section (C)(2) above, following the occurrence of a casualty for which insurance proceeds are recovered, the Association will use insurance proceeds received to defray the cost of repairing and reconstructing all damage to or destruction of the Common Elements and Limited Common Elements the Association insures substantially as the Elements existed immediately before the damage or destruction. However, the Board may provide for the use of the new or alternative materials as the Board reasonably determines are in the Association's best interest. Distribution or payment of Association insurance proceeds for the repair and reconstruction of any Unit, if any, or both, will be determined by the Board.

(2) If the cost of the repair for the damages or destruction to the Common Elements, excluding the Limited Common Elements, exceeds the amount of the insurance proceeds received, the excess may be provided for either by means of a special assessment levied by the Board against all Unit Owners or by means of an appropriation from the reserve fund or the other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the

Common Elements, as the Board, in its sole discretion, may determine. Additional assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction.

(3) If the cost of repairs to the Common Elements and the Limited Common Elements, is less than the amount of the insurance proceeds, the Association will retain the excess in either the reserve maintenance fund or the other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements.

(4) If the cost of the repair for the damages or destruction to the Limited Common Elements exceeds the amount any insurance proceeds the Association receives, the excess may be provided for by means of a special assessment levied by the Board against the Unit Owner(s) having the exclusive use of the Limited Common Elements.

(5) After any damage to or destruction to components of their Unit and the Limited Common Elements the Unit Owner insures, the Unit Owner must restore their Unit and the Limited Common Elements, including utilities serving the Unit, at the Unit Owner's sole expense, to the minimum standards as the Board may at any time or from time to time, in its sole discretion, establish and will complete the restoration within eight months after the damage or destruction or sooner time as the Board determines necessary to properly repair the Common Elements and Limited Common Elements. Minimum standards may include requiring installation of drywall finished with at least one coat of primer, basic floor coverings, and utility lines, ducts, vents, and related fixtures, and equipment.

(E) Liability Insurance and Other Insurance Coverage.

(1) The Association must insure itself, the Board, the Unit Owners, and Occupants against liability for personal or bodily injury, disease, illness, or death and for injury to or destruction of property occurring on, in or about, or arising from

or relating to the Common Elements, excluding the Limited Common Elements, including water damage, legal liability, hired automobile, non-owner automobile, and off-premises employee coverage, the insurance to afford protection to a limit of not less than \$2,000,000.00 in respect to personal or bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than \$2,000,000.00 in respect to any one occurrence, and to the limit of not less than \$2,000,000.00 in respect to damage to or destruction of property arising out of any one accident. All liability insurance will contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner. In the event the insurance effected by the Association on behalf of the Unit Owners and Occupants against liability for personal or bodily injury or property damage arising from or relating to the Common Elements will, for any reason, not fully cover any liability, the amount of any deficit will be a Common Expense to the Unit Owners, and any Unit Owner who paid all or any portion of the deficiency in an amount exceeding their proportionate share thereof based on their percentage of interest in the Common Elements will have a right of contribution for the other Unit Owners according to their respective percentages of interest in the Common Elements. The policy will not insure against liability for personal or bodily injury or property damage arising out of or relating to the individual Units.

(2) The Association must carry worker's compensation insurance as required by law.

(3) The Association must carry fidelity insurance as required by Bylaws Article II, Section 12, as amended.

(4) *The Association may carry other insurance as the Board may determine, including, errors and omissions insurance and liability insurance for Board members.*

(F) *Waiver of Subrogation. Each Unit Owner and Occupant, as a condition of accepting title and possession, or either one, of a Unit, and the Association agree that, in the event any part(s) of the*

Condominium Property or the fixtures or personal property of anyone located in or on the Condominium Property are damaged or destroyed by fire or other casualty that is covered by insurance of any Unit Owner, Occupant, or the Association, and the lessees of any one of them, as provided for in this Article 18, the rights of recovery and subrogation, if any, of any party or their respective insurance company, against the other, or against the employees, agents, licensees or invitees of any party, with respect to the damage or destruction and with respect to any loss resulting therefrom are waived to the extent of the insurance proceeds actually recovered.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this revision of the Association's and Unit Owners' property insurance, liability insurance, and other insurance coverage obligations, as well as property restoration responsibilities. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any challenge must be brought within the court of common pleas within one year of the recording of this amendment.

Scrivener has caused the execution of this instrument this 22nd day of April, 2026.

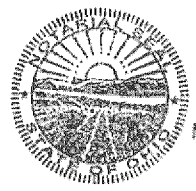
By: *Katelyn R. Kaman*
KATELYN R. KAMAN, Scrivener

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named KATELYN R. KAMAN, Scrivener, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of her personally.

I have set my hand and official seal this 22nd day of April, 2026.

Staci Smith
NOTARY PUBLIC



Staci Smith
Notary Public, State of Ohio
My Commission Expires 03-12-2027

This instrument prepared by:
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